

LICENSING AGREEMENT

I. GENERAL

A. Purpose. The purpose of this Agreement is to provide a license to the Licensee to operate a cafeteria on the premises of the Licensors. For the purposes of this agreement, the American Embassy Lome is the Licensors and..... is the Licensee. The term “parties” means the Licensors and Licensee. No United States Government funds are obligated under this agreement.

B. Description of Cafeteria Operation. The Licensee shall establish and operate the food service facilities for the purpose of dispensing food, nonalcoholic beverages and such other items as may be authorized by the Licensors under this Agreement. See Exhibit A for specifics on the operation of the food service facilities.

II. PERIOD OF AGREEMENT

A. Initial Period of Agreement. This Agreement is effective on

B. Subsequent Periods. This Agreement may be extended at the mutual agreement of the parties. Any extension will be formalized by an amendment to the Licensing Agreement, signed by both parties.

III. SPECIFICS OF CAFETERIA OPERATIONS

Cafeteria operations, including details of each party’s responsibilities, are set forth in Exhibit A to this Agreement.

IV. LICENSOR PERSONNEL

A. Licensing Officer. The Licensing Officer has the overall responsibility for the administration of this Agreement. Only the Licensing Officer is authorized to take actions on behalf of the Licensors to amend, modify or deviate from the Agreement terms and conditions. The Licensing Officer may delegate certain responsibilities to authorized representatives.

B. Technical Representative. The Licensing Officer may designate a Licensors’ Technical Representative to assist in the administration of certain responsibilities. The Technical Representative shall act as the Licensors’ principal point of contact for day-to-day operations and ensure compliance with License Agreement. The technical Representative will provide the Licensee with feedback from the Embassy community on such matters as popularity of menu items, suggestions for new dishes, and other general

improvements. If no Licensor's Technical Representative is appointed, the responsibilities shall remain with the Licensing Officer.

C. Inspectors. Inspectors may work for the Licensing Officer or the Technical Representative, if one is appointed. Inspectors are authorized to perform day-to-day inspections and monitoring of the Licensee's work. The Regional Medical Officer (RMO) will provide health inspection of the facilities. The Facilities Maintenance Officer (FMO) will supervise the maintenance responsibilities of the Licensor in the cafeteria area. The General Services Officer (GSO) will provide inventory control of Licensor-furnished property. The Inspector(s) may inspect and monitor the services provided by the Licensee.

D. Authority to Amend the Agreement. In no instance shall the Technical Representative or Inspectors be authorized to amend the Agreement. Only the Licensing Officer may amend the Agreement.

V. INSPECTION

A. Responsibilities of the Licensee. The Licensee shall develop and maintain an inspection system intended to ensure quality of service and standards of sanitation and cleanliness. This system shall include written records of inspections made. These records shall be made available to the Licensor upon request.

B. Rights of the Licensor.

(1) The Licensor has the right to inspect the cafeteria premises as well as the actual services provided. This inspection may be made at any time, without prior notice. The Licensor shall perform the inspection in a manner that will not unduly delay the work of the Licensee. These inspections may include, but are not limited to, a comprehensive review of the following:

1. Service quality, attentiveness, courtesy, and similar factors
2. Food quality, presentation, merchandising
3. Sanitary practices and conditions
4. Personnel appearance
5. Training program techniques, schedules and records
6. Menu compliance, as indicated in the minimum acceptable menu profile

(2) Premises of the Licensee may be inspected, at no charge to the Licensor. The Licensee shall provide all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) The Regional Medical Officer (RMO), the Licensor's Technical Representative and/or professional health and food service inspectors shall perform periodic inspections to assure compliance with Agreement requirements and industry standards.

VI. TERMINATION

This Licensing Agreement may be terminated by written notice, issued by the Licensing Officer, when it is in the best interests of the Licensor. This termination may be made for (1) cause, such as failure of the Licensee to comply with the terms and conditions of this Agreement, or (2) convenience of the Licensor. Licensor will give a 30-day advance written notice of termination. Upon termination, Licensee shall remove all of its property from the premises. Licensor shall not be responsible for any loss or damage incurred by the Licensee as the result of termination, including but not limited to losses due to spoilage of inventory, employee claims, personal property losses, and lost profits.

VII. TERMS OF AGREEMENT

A. **General.** Exhibit A sets forth several reports which the Licensee is required to submit to the Licensor.

B. **Rent, Utilities and Licensor-Furnished Property.** The Licensee shall not be liable for payment of any rent or for reimbursement to the Licensor for utilities or use of Licensor-furnished property as a result of services provided under this Agreement. See Section VIII below for potential liability on the part of the Licensee due to damage to property.

VIII. SPECIAL LICENSING AGREEMENT PROVISIONS

A. **Security Access to Property.** The Licensor reserves the right to deny access to Embassy-owned and operated facilities to any individual. The Licensee will provide names and biographic data on all personnel (including planned back-up personnel) who will be used on this Agreement at least thirty (30) days before they begin work.

B. **Standards of Conduct.** The Licensee shall be responsible for maintaining satisfactory standards of employee attitude, competency, conduct, cleanliness, appearance and integrity. The licensee shall be responsible for taking disciplinary action with respect to employees as may be necessary. Each Licensee employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer and the Embassy. Licensee employees must use politeness and courtesy when dealing with Embassy personnel. The Licensor reserves the right to direct the Licensee to remove an employee for failure to comply with the standards of conduct.

C. **Personal Injury, Property Loss or Damage Insurance.**

(1) The Licensee, at its own expense, shall maintain insurance against fire, theft, flood, liability, and for employee medical and employment expenses, as required by law. Insurance should cover all Licensee-owned and operated equipment behind the service counter.

(2) The Licensee shall provide certification that the required insurance has been obtained before beginning work.

D. Indemnification. The Licensor shall not be responsible for personal injuries or for damages to any property of the Licensee, its officers, agents, and employees, or any other person, arising from any incident of the Licensee's performance of this Agreement. The Licensee expressly agrees to indemnify and to save the Licensor, its officers, agents, servants, and employees harmless from and against any claim, loss, damages, injury, and liability, however caused, resulting from or arising out of the Licensee's fault or negligence in connection with the performance of work under this Agreement. Further, any negligence or alleged negligence of the Licensor, its officers, agents, servants, or employees, shall not bar a claim for indemnification unless the act or omission of the Licensor, its officers, agents, servants, or employees is the sole competent and producing cause of such claim, loss, damages, injury, or liability.

E. Protection of American Embassy Buildings, Equipment, and Grounds. The Licensee shall use reasonable care to avoid damage to American Embassy buildings, equipment and grounds. If the Licensee's failure to take adequate care results in damage to any of this property, the Licensee shall repair the damage at no expense to the Licensor, as directed by the Licensing Officer.

Identification badges provided to employees of the Licensee are the property of the American Embassy. Upon termination or resignation of any employee of the Licensee, it is the responsibility of the Licensee to retrieve the identification badge of the employee no later than the last day of employment and return it to the Regional Security Office of the Embassy. Failure to do so presents a security risk to the Embassy and may result in termination of the Agreement.

F. Licensor-Furnished Property.

(1) The Licensor shall provide the property described in Exhibit B to this Agreement. Delivery of this property is completed when it is made available in the space designated for the Licensee's use in his operation of the cafeteria. The Licensee shall acknowledge in writing to the Licensing Officer receipt of the Licensor-owned equipment listed in Exhibit B.

(2) Title to all Licensor-Furnished property shall remain with the Licensor. The Licensee shall use the property only in connection with this Agreement.

(3) The Licensor shall maintain the official property control records of all Licensor-Furnished property.

(4) Upon taking delivery of the Licensor-Furnished property, the Licensee assumes the risk and responsibility for its loss or damage, except-

(a) For reasonable wear and tear; or

(b) As otherwise provided in this Agreement.

G. Precedence of English Language Translation. In the event of any inconsistency between the English language translation of this Agreement and any other language translation, the English language translation shall take precedence.

IX. DISPUTES

If the Licensing Officer and Licensee fail to reach agreement over any disputed issue resulting from this Licensing Agreement, the sole remedy to both parties shall be referral of the disputed issue to the American Embassy official at one level above the Licensing Officer. That official's ruling shall be considered final for both parties.

LIST OF EXHIBITS

- EXHIBIT A: Performance Required under the Licensing Agreement
- EXHIBIT B: Licensors-Furnished Property
- EXHIBIT C: Licensee-Furnished Property
- EXHIBIT D: Holiday Schedule

EXHIBIT A

PERFORMANCE REQUIRED UNDER THE LICENSING AGREEMENT

I. SCOPE OF WORK

The Licensee shall establish and operate the food service facilities shown in Section II below, for the purpose of dispensing food, nonalcoholic beverages and such other items as may be authorized by the Licensing Officer under this Agreement. This cafeteria is to be operated for the benefit of approximately 167 employees who will be occupants in the Embassy Lome.

The Licensor shall not be held responsible for any variation in the employee population figure. The extent of occupancy is not guaranteed.

II. DESCRIPTION OF FACILITIES

A. Dining Facility. The dining facility is located in the Chancery building atrium and consists of a dining room and a food preparation area. The dining room is approximately 195 square meters. The food preparation area consists of a kitchen, pantry, and wash basins. The food preparation area is approximately 58 square meters.

B. Seating. Seating is available for 48 persons in the dining room.

C. Performance History. Lunch and breakfast specials make up the greatest share of sales. The Embassy believes a varied menu serving food for both American and African patrons will attract a larger clientele.

III. HOURS OF SERVICE

A. Schedule. Service is required Monday through Thursday from 7:30 to 16:00 and Friday from 7:30 to 13:00. The Cafeteria will be closed on official holidays of both the United States and Togo. Holiday schedule is shown in Exhibit C.

B. Schedule Modifications. The Licensor may change the hours and days of operation to be consistent with changes in Embassy policy. Licensee requests to modify hours or days of service shall be submitted to the Licensing Officer for approval at least five working days before required modifications. In addition to routine service, the Licensee may also be approached by employees within the Embassy to cater evening meals, weekend events, luncheons, and special events. All events held on the Embassy compound must be approved by the Technical Representative and the Regional Security Officer (RSO).

IV. RESPONSIBILITIES OF THE LICENSEE

A. General. The Licensee shall provide prompt, efficient, and courteous service, and avoid undue interference with the operation of the Embassy while service is provided. The Licensee shall obtain licenses and permits and observe all applicable building, health, sanitary, and other regulations and laws. The Licensee shall:

- Employ sufficient and suitable personnel;
- Pay personnel in accordance with local labor laws.
- Secure and maintain insurance;
- Maintain records;
- Submit reports; and,
- Observe other Agreement requirements.

The Licensee shall pay each and every fee, cost, or other charge incident to or resulting from operations under the Agreement. The Licensee shall exercise reasonable care in the use of space and Licensor-owned equipment. When the Agreement ends, the Licensee will yield such space and equipment in as good condition as when received, except for:

- Ordinary wear and tear; and
- Damage or destruction beyond the Licensee's control and not due to the Licensee's fault or negligence.

B. Service. The Licensee shall operate and manage the cafeteria in the Licensee's name at the Embassy. The Licensee shall remove any soiled dishes, provide clean dishes, and assure that tables and chairs are cleaned before each patron is seated. Dining facilities should leave a favorable impression of the Embassy to guests and employees. Space, facilities, and equipment provided by the Embassy must be consistently maintained in optimum condition and appearance.

C. Menus.

(1) The Licensee shall provide a variety of quality-prepared foods and beverages at reasonable prices. The variety and appearance of food in the cafeteria on each operating day shall be consistent with approved food service standards and comparable for American and European business cafeterias. The Licensee shall plan and submit in advance weekly menus to the Licensor Technical Representative who will e-mail them to Embassy personnel. The Licensee will post daily menus near the service counter. The Licensee shall make a reasonable effort to adhere to the range of menus and prices submitted in its offer.

(2) If the Licensee believes that a price increase is necessary, it shall notify the Licensing Officer in writing. This notification must be submitted at least thirty (30) days before the requested effective date of the increase. This submission must include justification for the increase. The Licensee may submit the request for price adjustment using a percentage increase by menu category (entrees, vegetables, beverages, soups,

desserts, etc.) or by listing individual items with the current price and the proposed new price.

(3) The Licensing Officer will review the requested price increase. If the Licensing Officer agrees with the increase, he/she will notify the Licensee in writing. If the Licensing Officer requires additional information/justification, the Licensee will be asked to provide that information. Once the Licensing Officer has the information necessary to make a decision, he/she will (1) approve the increase, (2) recommend an increase of a specific lesser amount, or (3) deny any increase.

(a) If a lesser amount of increase is recommended, the Licensee may either accept that increase or submit a counter-offer. This procedure will continue until agreement is reached or either party notifies the other party in writing that no agreement is possible. If no agreement is reached, the Licensee will either (1) continue providing the services at the current prices or (2) have the unilateral right to notify the Licensor that it intends to terminate the Agreement. If the Licensee notifies the Licensor that it intends to terminate the Agreement, it must continue providing services for at least ninety (90) days from the date of termination notification.

D. Equipment and Utensils Provided by the Licensee. The Licensee provides all required equipment, flatware, china and glasses. Exhibit C provides a detailed list of the current cafeteria's inventory.

E. Sanitation and Quality.

(1) The Licensee shall serve tasty, appetizing, and quality food, under clean and sanitary conditions.

(2) All foods served shall be wholesome and free from spoilage, free from adulteration and misbranding, and safe for human consumption. Uncooked items, such as fresh fruits, shall be clean and free from blemish. All foods shall when served, be attractive in appearance and correct in temperature and consistency. They shall be crisp, moist, dry tender, etc., as may be appropriate in each case.

(3) All employees assigned by the Licensee to perform work under this cafeteria Agreement shall be physically able to do their assigned work and shall be free from communicable diseases.

(4) Health Exams: The Licensee at his own expense shall have each employee receive the following health exams prior to employment and either yearly or after every trip to home country, whichever is more frequent. The result of these exams will be given to the Embassy's Regional Medical Officer (RMO) for review. No employee may work in the Cafeteria without the RMO's approval.

- (a) Chest x-ray
- (b) Exam of: Mouth, Lungs, Skin.
- (c) Blood Test
- (d) Urine Test
- (e) Stool Test
- (f) Immunization for Hepatitis A/B and Typhoid

F. Personnel and Supervision.

- (1) The Licensee shall employ enough personnel to maintain sanitary conditions and satisfactory service which will ensure prompt and efficient service at all times. All employees shall be sober, conscientious, neat, and courteous. The Licensee shall at all times provide adequate staff of food service employees to perform the varied and essential duties inherent to a successful food service operation.
- (2) The Licensee shall require that each employee assigned to work under this Agreement sign, or otherwise acknowledge, a statement that he or she is neither employed by the Licensor/Embassy and is not entitled to any rights or benefits of the Licensor/Embassy.
- (3) Licensee employees must be approved by Embassy security before working under this Agreement. The Licensee shall furnish personal history forms of all employees the Licensee proposes to work under this Agreement at least thirty (30) days prior to beginning work. These forms are available from the Embassy.
- (4) Identification badges provided to employees of the Licensee are the property of the American Embassy. Upon termination or resignation of any employee of the Licensee, it is the responsibility of the Licensee to retrieve the identification badge of the employee and return it to the Regional Security Office of the Embassy. Failure to do so presents a security risk to the Embassy and may result in termination of the Agreement.
- (5) The Licensee shall employ a full-time manager unless the Licensee is an individual. This manager should be on-site during business hours.
- (6) The Licensee's employees shall wear a distinctive item of clothing such as a badge, cap, armband, blouse, or uniform as a means of identification when they are in the building. The Licensee's employees shall wear proper uniforms, including hair nets and/or head covers when they are performing their duties in the building.
- (7) Employees of the Licensee shall be fully capable of performing the type of work for which they are employed.
- (8) The Licensee shall provide adequately, trained relief personnel to substitute for the regular employees when they are absent so that a high quality operation will be maintained at all times.

- (9) The Licensee and its employees shall comply with instructions pertaining to conduct and building regulations in effect for the control of persons in the building.
- (10) The Licensee is required to schedule an employee training program that will continue for the duration of this Agreement and any extensions thereof, to ensure that employees perform their jobs with the highest standards of efficiency and sanitation.
- (11) All articles found by the Licensee, the Licensee's agents or employees, or by patrons and given to the Licensee shall be turned in to the General Services Office as lost and found items.

G. Trash Removal. The Licensee shall remove trash from the Cafeteria anytime that waste canisters are full or not less than once after every meal; whichever is greater. Any alteration to this provision must be directed in writing by the Licensing Officer.

H. Rodent and Pest Control. The Licensee shall maintain a clean work area free of any clutter, dirt or any material that would attract rodents and vermin.

I. Licensee Performed Repairs. The Licensor will perform the preventive maintenance and repair of the equipment listed in Exhibit B. The Licensee shall submit a work order to the Licensing Officer on the Embassy's standard form for all repair requests.

J. Cleaning and Janitorial Services.

(1) The Licensor shall provide all cleaning supplies and equipment. Supplies are requested through the Licensing Officer on the Embassy's expendable property request form.

(2) The Licensee shall furnish labor and supervision sufficient to maintain the cafeteria in a clean, orderly, and sanitary condition at all times.

(3) The licensee shall perform cleaning and janitorial services on a regular schedule and shall meet the highest standards of sanitation common to the food service industry. The Licensee shall use the following cleaning schedule. The Licensing Officer may require increases in this schedule if conditions require more frequent cleaning.

(a) Food and Service Facilities and Dining Halls

(1) Daily and After Each Meal

Furniture: Clean and sanitize after each meal.

Floors: Clean and sanitize after each meal.

Toilets: Clean and sanitize after each meal

Wash basins: clean and sanitize after each meal,
and change hand towels after each meal.
Cold drink dispensers and ice cream machines:
clean and sanitize daily.
Garbage: Remove after each meal.
Food Serving area: clean and sanitize after each meal.
Table cloths: replace after each meal.

(b) Kitchens

- (1) Daily and After each Meal:
Food service preparation area: clean and sanitize after every meal.
Cookers: Clean after each meal.
Small appliances: clean and sanitize after each use.
Pots and Pans: clean and sanitize after each use.
Utensils: Clean and sanitize after each use.
Crockery: Clean and sanitize after each use.
- (2) Daily Basis:
Walls: Clean every second day.
Refrigerator: Clean floors and shelves daily.
Chillers: Clean and sanitize, floors daily.
Freezers: Clean and sanitize floors daily.
- (3) Weekly:
Windows: Clean weekly.
Refrigerator sanitize weekly.
Clean hoods and filters in kitchen.
Freezers: Clean and sanitize shelves weekly.
- (4) Monthly:
Exhaust system for cooker: check and clean at a minimum once each month.
Freezers: Clean and sanitize walls once each month.
Chillers: Clean and sanitize walls once each month.
- (5) Quarterly. Strip and wax all resilient tiles.
- (6) Semi-annually.
Perform cleaning of exhaust pipes.
Clean the tile walls in kitchen and dining areas.
Clean all fans and ventilators.

(4). Failure to keep any of the facilities in a clean condition may result in the withdrawal of the privilege of using such facilities. In addition, the Licensing Officer

may have the facility cleaned by other means and charge the cost of such work to the Licensee.

K. Security areas. The Licensee shall be responsible for the security of all areas under the jurisdiction of the Licensee. Designated employees shall have the responsibility for determining that all equipment has been turned off, windows are closed, lights and fans turned off, and doors locked when the cafeteria is closed. The Licensee shall make a matter of a daily report to the Guard office upon leaving the building. A key shall be available for emergency use only in the building security office.

L. Hazardous conditions. The Licensee shall eliminate unsanitary or hazardous conditions that are dangerous to anyone using the food facility. This shall include any employee, agent or representative to the Licensee, Embassy employee or other patrons of the food service facility for any portion of the facility that is under the jurisdiction of the Licensee.

M. Liability. The Licensor will not be responsible in any way for damage or loss/occasioned by fire, theft, accident, or otherwise to the Licensee's stored supplies, materials or equipment, or the employees' personal belongings. The Licensee shall report any personal injury or physical damage to the building or equipment resulting from fire or other causes to the Facilities Manager immediately.

N. Fire and civil defense drills. The Licensee shall notify the fire department in the event of fire. All of the employees of the Licensee shall be organized and trained to participate in fire and civil defense drills including the reporting of fires. This shall be accomplished with the cooperation of the Facility Manager and the Regional Security Officer.

O. Billing Procedures: Patrons will pay in F CFA. The Embassy will make no payments to the Licensee. The Licensee must be capable of providing change to patrons either in CFA francs.

P. Inventories:

(1) The Licensee will be asked to sign for the inventory of the Licensor- provided equipment and supplies located behind the counter in the kitchen, as listed in Exhibit B, of this Agreement. The Licensee shall exercise reasonable care in the use of facilities, equipment, and supplies and return the same in good condition when the Agreement ends. The Licensee shall not be liable for normal wear and tear or damage beyond its control. Should the Licensee wish to install or use locked facilities it must obtain the Licensing Officer's approval and leave keys with the Marine Post.

(2) Flatware, China and Glassware Inventories: Once a month on the first Saturday of the month, the Licensee shall provide an inventory of all Flatware, China and Glassware in the Cafeteria. Included in this inventory will be a listing of the Employees who took any of these items out of the Cafeteria.

V. RESPONSIBILITIES OF THE LICENSOR.

A. Agreement to Operate the Facility. The Licensor agrees to grant to the Licensee for one year the right to establish, manage, and operate a cafeteria in the American Embassy to prepare and sell food, nonalcoholic beverages and such other products as the Licensor may authorize.

B. The Licensor will provide space for operations under the Agreement, as indicated. It will provide adequate ingress and egress, including a reasonable use of existing elevators, corridors, passageways, driveways, and loading platforms. The Licensor will provide space heating, space lighting, ventilation, and the utilities. In addition, the licensor will:

(1) Make such improvements and alterations as it may deem necessary, including improvements and alterations necessary to conform to applicable sanitary requirements.

(2) Maintain and repair building structure in areas assigned for the Licensee's use, including:

- Painting and redecoration;
- Maintenance of gas, water, steam, sewer, and electrical lines;
- Ventilation, electrical lighting fixtures (including relamping);
- Floors and floor coverings; and
- Walls and ceilings.

The Licensee shall bear the expenses of repairs necessary because of negligence on the part of the Licensee or its employees.

(3) At its own expense, provide, install, and permit the Licensee to use the equipment listed, and additional equipment of a similar type when required for any expansion approved by the Licensing Officer. The Licensor will replace equipment that it has provided, as it deems necessary. Subject to adequate operation and handling of equipment by the Licensee, the Licensor will replace component parts of, and make repairs to such equipment.

C. Licensor-owned Equipment. Licensor-furnished equipment is listed in Exhibit B. The Licensor will provide all major equipment items, flatware, china and glassware, along with all consumable cleaning supplies.

VI. RIGHTS AND AUTHORITY OF THE LICENSOR

A. Oversight. The Licensing Officer shall oversee the quality of the services provided by the Licensee and the reasonableness of the prices charged. The Licensing Officer may advise the Licensee from time to time of any source of dissatisfaction and request correction.

B. Public Space. The Licensor reserves the right to use dining areas and other public spaces at other than serving periods, for meetings of Licensor employees or other assemblies. After each use, the Licensor will clean and rearrange the space without expense to the Licensee.

VII. RESTRICTIONS

A. Equipment. Unless otherwise permitted by the Licensing Officer, the Licensee shall not install equipment other than that specified in this Agreement or remove any Licensor-owned equipment from the premises.

B. Patronage. The facilities and services provided in this Agreement are for the benefit and convenience of Embassy employees. The Licensor may regulate patronage from other sources.

C. Federal Holidays. No work shall be performed on Embassy holidays. Exhibit C provides a listing of scheduled American Embassy holidays & Local Holidays.

D. Facilities. The physical facilities within the Embassy shall not be used in connection with operations not included in the Agreement. The Licensee may, however, utilize centralized food preparation and storage sources located elsewhere and bring goods to the Embassy daily.

VIII. DEFINITIONS

The following definitions pertain to this Agreement.

A. American Embassy Lome: American Embassy Lome is interchangeable with "Licensor" and "The Embassy."

B. Cafeteria Advisory Committee: A committee of Embassy employees formed to represent staff food service interests.

C. Licensing Officer: "Licensing Officer" means a person with the authority to enter into, administer, and/or terminate Agreements and make related determination and findings.

D. Licensee: "Licensee" means the individual or company that has entered into an Agreement with the Embassy. "Offer" means a response to a solicitation that, if accepted, would bind the offeror to perform the resultant Agreement.

E. RSO: Regional Security Office of the AMERICAN Embassy.

F. GSO: General Services Office of the AMERICAN Embassy.

EXHIBIT B**LICENSOR-FURNISHED EQUIPMENT/MATERIALS**

No	ITEM DESCRIPTION	QTY	UNIT	CONDITION
1	TELEPHONE	2	EA	GOOD
2	WALL CLOCK	1	EA	GOOD
3	ANSUL	1	EA	GOOD
4	TRAY FOR DIRTY DISHES	1	EA	GOOD
5	EXHAUST FAN	1	EA	GOOD
6	FLATWARE COUNTER	1	EA	GOOD
7	COUNTER, SERVING	1	EA	GOOD
8	TRANSFORMER	1	EA	GOOD
9	FRIDGE, BEVERAGE	1	EA	GOOD
10	REFRIGERATOR, 2 DOORS	1	EA	GOOD
11	REFRIGERATOR 1DOOR	1	EA	GOOD
12	FREEZER, 2 DOORS	1	EA	GOOD
13	FREEZER, 1 DOOR	1	EA	GOOD
14	DISPENSER, ICE CUBES	1	EA	GOOD
15	ICE MAKER WITH PLASTIC CTNER	1	EA	GOOD
16	COFFEE MAKER	2	EA	NEW
17	MICROWAVE	2	EA	GOOD
18	WOODEN CABINET	1	EA	POOR
19	TOASTER	1	EA	FAIR
20	STOVE	1	EA	GOOD
21	BARBECUE	1	EA	GOOD
22	DEEP FRYER (INDUSTRIAL)	2	EA	GOOD
23	SINK, SMALL	1	EA	GOOD
24	SINK, LARGE	2	EA	GOOD
25	SINK, 3 BASINS	1	EA	GOOD
26	DISHWASHER	1	EA	NEW
27	RACK USTENSILS	2	EA	GOOD
28	RACK , STORAGE	2	EA	GOOD
29	TABLE, MULTI-PURPOSE, HIGH	1	EA	GOOD
30	ARM CHAIR	1	EA	POOR
31	COOKING POT, 10 GAL	1	EA	GOOD
32	COOKING POT, 15 GAL	1	EA	GOOD
33	COOKING PAN, 4 PC (LOCAL)	1	EA	FAIR
34	SAUCEPAN	1	EA	FAIR
35	BLENDER COMMERCIAL	1	EA	NEW

36	WHISK, ELECTRIC	1	EA	NEW
37	STRAINER SET, 4 PC	1	SET	GOOD
38	NON-STICK COOKWARES	1	SET	FAIR
39	HARD ANODIZED SET, 8 PC BLUE	1	SET	GOOD
40	CAKE PAN, 9" SQUARE	1	EA	GOOD
41	LOAF PAN RECTANGULAR SHAPE	1	EA	FAIR
42	MUFFIN, SILVER 12 CUP	1	EA	NEW
43	CAKE PAN 9 X 13	1	EA	NEW
44	COLANDER, 14-17	1	EA	GOOD
45	SAUCEPAN, 7-1/2	1	EA	FAIR
46	GREEN EATING BOWL, 5-3/4	68	EA	FAIR
47	SOUP OR CEREAL BOWL	27	EA	FAIR
48	DINNER PLATE (SAHARA SAND)	24	EA	FAIR
49	SALAD PLATE	59	EA	FAIR
50	STAINLESS TABLE FORK	5	EA	FAIR
51	STAINLESS STEEL TABLE KNIFE	5	EA	POOR
52	STAINLESS STEEL SOUP SPOON	18	EA	NEW
53	STAINLESS STEEL TABLE SPOON	0	EA	POOR
54	DRINKING GLASS	5	EA	FAIR
55	COFFEE MUG	11	EA	POOR
56	SALT AND PEPPER SHAKER	0	EA	FAIR
57	BUTCHER'S SAW	1	EA	POOR
58	COOK'S KNIFE	1	EA	POOR
59	EXTRA HEAVY DUTY PAN	1	EA	GOOD
60	INSULATED PITCHER	5	EA	GOOD
61	MESS TRAY	48	EA	GOOD
62	SERVING TRAY, RECTANGULAR	40	EA	FAIR
63	TRASH CAN	2	EA	FAIR
64	TABLE, SQUARE	11	EA	GOOD
65	CHAIRS	48	EA	GOOD
66	MEDICAL BOX	1	EA	GOOD
67	MENU BOARD & DUSTER	1	EA	NEW

EXHIBIT C

LICENSEE-FURNISHED EQUIPMENT/MATERIALS

No	ITEM DESCRIPTION	QTY	UNIT
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EXHIBIT D

HOLIDAYS SCHEDULE

Holidays

The Cafeteria will be closed on the following official holidays observed by the American Embassy Lome. Each year the Licensor will provide similar listing of holidays.

(A) - American; (T) - Togolese; TBA - To Be Announced.

Wednesday, January 1 New Year's Day (A/T)
Monday, January 13 * Liberation Day (T)
Monday, January 20 Birthday of Martin Luther King, Jr. (A)
Monday, February 17 Washington's Birthday (A)
Monday, April 21 *Easter Monday (T)
Sunday, April 27 *Independence Day (T)
Thursday, May 1 *Labor Day (T)
Monday, May 26 Memorial Day (A)
Thursday, May 29 *Ascension Day (T)
Monday, June 9 Pentecost Monday (T)
Saturday, June 21 *Martyrs du Togo (T)
Friday, July 4 Independence Day (A)
TBA End of Ramadan (T)
Friday, August 15 *Assumption Day (T)
Monday, September 1 Labor Day (A)
TBA *Tabaski (T)
Monday, October 13 Columbus Day (A)
Saturday, November 1 *All Saints Day (T)
Tuesday, November 11 Veterans Day Observed (A)
Thursday, November 27 Thanksgiving Day (A)
Thursday, December 25 Christmas Day (A/T)

* All local holidays are subject to confirmation by the Togolese government. If any local holiday is not officially declared by the GOT, it will be a regular workday at the Embassy. If the date for any local holiday differs from that listed above, an announcement will be made. This list includes local holidays that are observed on a weekend.